judgment for his costs. *Seat & Robinson* v. *Moreland,* 26 Tenn. (7 Hum.) 575. The damages to be recovered must be the actual and proximate consequence of the act or omission complained of. *Patch* v. *City of Covington,* 17 B. Mon. (Ky.) 722. Loss of time, and expenses incurred, in preparations for marriage, are grounds of damage, directly incidental to the breach of a promise of marriage, but not of special damage. *Smith* v. *Sherman,* 58 Mass. (4 Cush.) 408.

DEEDS—DURESS—GRANTOR IN POSSESSION.—To an action to establish title to an undivided nine acres of land and for partition, defendants pleaded (1) that the agreement out of which the conveyance of the land in suit arose was founded upon an illegal consideration, that plaintiff would not prosecute defendants' son on a certain criminal charge. (2) That the conveyance was secured from the grantors by threats of arrest and prosecution of the defendant, grantors' son. *Held,* that the plea of duress was available in defendants' favor, although the threats were directed against the son. And since the grantors (defendants) remained in possession of the land, it being their homestead, the illegal agreement from which the deed resulted was not so far executed that the court would refuse to go behind it, and inquire into the consideration. *Medearis et ux.* v. *Granberry et al.* (1905), — Tex. Civ. App. —, 84 S. W. Rep. 1070.

It is a general rule of law that duress must be imposed upon the party seeking to avoid his contract by reason of it. But it is a well recognized exception that, as between parent and child, either may avoid his contract made to relieve the other from such duress. *Bryant* v. *Peck & Whipple Company,* 154 Mass. 460. Whether a deed made in furtherance of an illegal agreement, the grantor remaining in possession, as in the principal case, is so far executed that courts will aid the grantee to recover possession, is unsettled. The right to ejectment was denied the grantee by the Supreme Court of Illinois. *Kirkpatrick* v. *Clark,* 132 Ill. 342, 351, following *Harrison* v. *Hatcher,* 44 Ga. 638. But the last case was questioned and practically overruled in a subsequent Georgia decision, and before the Illinois court had handed down the preceding opinion. *Parrott* v. *Baker,* 82 Ga. 364, 372, wherein the court says, "If that ruling [*Harrison* v. *Hatcher,* supra] is not clearly wrong, it must be by reason of some peculiar facts in the terms of the deed or otherwise, not reported." And the mortgagee has been decreed possession under a mortgage given to compound a felony, the court refusing to permit the illegality of the consideration to be availed of as a defense. *Williams* v. *Englebrecht,* 37 Ohio St. 383. And for an application of the same principle under slightly different facts see *Mosley* v. *Mosley,* 15 N. Y. 334.

DEEDS—RESTRICTION AGAINST BUILDING TENEMENT HOUSE.—The complainants and defendant own property in Manhattan, New York, derived from a common grantor in 1873, the deeds containing restrictions against using the property for any of a great number of purposes, including slaughter houses, glue factories, coal yards, tenement houses, and buildings "in any way dangerous, noxious, or offensive to the neighboring inhabitants." Defendant in 1902 erected three modern seven-story apartment houses elegantly finished in natural woods and marble, with frescoed walls and ceilings and modern